

**E. I. DU PONT DE NEMOURS & COMPANY**

INCORPORATED

WILMINGTON, DELAWARE 19898

**CONTRACT ORDER***D. Hoppel*

September 17, 1992

LPMD-1333

1/3

DATE

CONTRACT ORDER NO.

ALT. NO.

PAGE NO.

E. I. DU PONT DE NEMOURS &amp; COMPANY

Cedar Chemical Corporation  
5100 Poplar Avenue  
24th Floor  
Memphis, TN 38137  
Attn: Mr. Geoffrey L. Pratt

Wilmington, DE

DIRECT  
ALL  
INQUIRIESISSUING POINT  
R.A. Blackhall

LOCATION CODE

ISSUED BY

BUYER CODE

This document, when properly executed, shall constitute an Agreement between E.I. DU PONT DE NEMOURS & COMPANY (DU PONT) and CEDAR CHEMICAL CORPORATION (CEDAR).

SERVICES: To cover the cost to chemically convert DU PONT-furnished sodium perborate tetrahydrate (SPBT) Fines ("Distressed" Rework Sodium Perborate) into sodium metaborate solution for DU PONT'S Memphis, TN plant.

PERIOD OF AGREEMENT: October 1, 1992 through April 1, 1994.

QUANTITIES: Approximately 12,000,000 lbs. (+/- 2%) of SPBT Fines. (This is conditional on CEDAR'S ability to chemically convert the SPBT Fines to specification.)

SPECIFICATIONS: Per DU PONT'S Technology Package, "Rework SPBT Fines Into Sodium Metaborate Solution", by Bess Hwang, dated October 1, 1992, which is attached hereto and made a part hereof.

COMPENSATION: \$0.08/lb. of SPBT processed

If SPBT processed in the trial meets specification and is unacceptable to DU PONT (due to internal DU PONT problems with using the processed SPBT), this Agreement is terminated and DU PONT will reimburse CEDAR seventy thousand dollars (\$70,000.00) to cover CEDAR'S startup costs.

Per CEDAR'S letter dated July 27, 1992 from G.L. Pratt to DU PONT'S R.A. Blackhall, which is included herein by reference.

If DU PONT elects, after 6.0MM lbs. of SPBT has been processed and accepted by DU PONT, additional quantities may be processed to a total of 12.0MM lbs. (+/- 2%) at the \$0.08/lb. fee. If DU PONT elects to cease processing of any quantity exceeding 6.0MM lbs., but less than 12.0MM lbs. (+/- 2%), DU PONT agrees to pay CEDAR an amount of \$0.02/lb. times the number of pounds not processed to the total of 12.0MM lbs.

9352023




**E. I. DU PONT DE NEMOURS & COMPANY**

INCORPORATED

WILMINGTON, DELAWARE 19898

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**TERMS & CONDITIONS:** DU PONT'S General Conditions, EM-6685, Rev. 12/88,  
 (as hand annotated) is attached hereto and made a part hereof.

**YIELD:** Per projection in "Specifications".

**WASTE:** The conversion process will not generate any aqueous waste.  
 Fugitive emissions, with contaminants potentially harmful to DU PONT'S  
 process, will be the responsibility of CEDAR to dispose.

Confirming CEDAR'S letter of September 9, 1991 from G.L. Pratt to  
 DU PONT'S R.A. Blackhall, which is included herein by reference.

**INVOICES:** Invoices will be sent to the following address:

Original invoices to:

E.I. du Pont de Nemours & Company  
 Du Pont Chemicals  
 1007 Market Street  
 B-8209  
 Wilmington, DE 19898  
 Attn: Mr. Jim Pawloski

Copies of invoices to:

E.I. du Pont de Nemours & Company  
 2571 Fite Road  
 Memphis, TN 38127  
 Attn: Ms. Bess Hwang/Mr. Pete Garrison



**E. I. DU PONT DE NEMOURS & COMPANY**  
INCORPORATED  
 WILMINGTON, DELAWARE 19898

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R.A. Blackhall

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**CONTRACT ADMINISTRATOR:** Business Contract Administrator - Jim Pawloski, Wilmington, DE (302) 773-4061. Technical Contract Administrator - Bess Hwang/Pete Garrison, Memphis, TN (901) 353-7100.

**ENTIRETY:** This document, and the documents specifically referred to herein, embody the entire Agreement, and there are no agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. No modifications hereof shall be of any force or effect unless in writing and signed by both parties.

Please signify your acceptance of the above by signing in the space provided below and returning the PINK COPY to Robert A. Blackhall, E.I. du Pont de Nemours & Company, PO Box 80723, CRP-HR-1102, Materials and Logistics, Wilmington, Delaware 19880.

CEDAR CHEMICAL CORPORATION

E.I. DU PONT DE NEMOURS & COMPANY

BY: [Signature]

BY: [Signature]

TITLE: Director Customer Mfg

TITLE: Sr Purchasing Agent

DATE: October 1, 1992

DATE: September 21, 1992

**GENERAL CONDITIONS  
OFF-PLANT SERVICE  
E. I. DU PONT DE NEMOURS AND COMPANY  
(INCORPORATED)**

**1. DEFINITIONS**

When used in this Agreement:

**MATERIAL** means any unfinished matter, including packaging supplies, furnished by or on behalf of DU PONT to CONTRACTOR for processing, handling, storage, or for use in the production of finished goods.

**PRODUCT** means finished goods meeting DU PONT specifications that have been produced by CONTRACTOR from MATERIAL. **PRODUCT** also means finished goods that have been furnished by or on behalf of DU PONT for handling, storage or use by CONTRACTOR for DU PONT'S benefit.

**REPLACEMENT COST** shall be defined as follows:

1. When the MATERIAL or PRODUCT was bought by DU PONT, REPLACEMENT COST means the price paid by DU PONT, including all freight and handling charges.
2. When the MATERIAL or PRODUCT was manufactured by DU PONT for sale in its then existing form, REPLACEMENT COST means DU PONT'S list price for the MATERIAL or PRODUCT, less ten percent (10%).
3. When the MATERIAL or PRODUCT was manufactured by DU PONT, but not for sale by DU PONT in its then existing form, the REPLACEMENT COST means DU PONT'S manufacturing cost, including fixed and variable costs, plus all freight and handling charges.
4. In all cases REPLACEMENT COSTS shall include any fees paid by DU PONT for services for any processing of MATERIAL or PRODUCT.

The "price" as used in these definitions of REPLACEMENT COST will be the price of the MATERIAL or PRODUCT in effect at the time the loss, damage or destruction of the MATERIAL or PRODUCT occurred.

**2. ASSIGNMENT AND SUBCONTRACTING**

Neither party shall assign or transfer this Agreement, in whole or in part, or any interest arising under this Agreement or subcontract any work hereunder without the prior written consent of the other party. Subject to the provisions of this clause, this Agreement shall insure the benefit of and be binding upon the successors and assigns of the parties.

**3. NONDISCRIMINATION**

CONTRACTOR warrants that it has complied with all applicable laws, rules, orders and regulations of governmental authority covering the production, sale and delivery of the MATERIAL, PRODUCT or services specified herein, including, but not limited to, Executive Order 11246, and the rules and regulations promulgated thereunder, the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Act of 1974. Further, CONTRACTOR warrants that in the performance of the services hereunder, it will comply with all applicable provisions of the Fair Labor Standards Act of 1938, as amended.

**4. FORCE MAJEURE**

No liability shall result to either party from delay in performance or from nonperformance caused by circumstances beyond the control of the party who has delayed performance or not performed. The nonperforming party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of its extent and probable duration.

If a party, due to circumstances beyond its control, is unable to supply the total demands for the goods or services required by the Agreement, then that nonperforming party shall allocate its available supply among all purchasers in proportion to the amounts previously provided to those purchasers.

If the party who has delayed performance or not performed on account of circumstances beyond its control is unable to remove the causes within fifteen (15) days, the other party shall have the right to terminate, without penalty, this entire Agreement or any portion of it.

**5. TERMINATION**

If CONTRACTOR should refuse or fail to supply sufficient number of properly skilled personnel, or should it fail to make prompt payment to subcontractors for labor and MATERIAL used hereunder, or should it disregard or be in violation of any laws, ordinances or governmental regulations, or should it otherwise violate any of the clauses of this Agreement, or if DU PONT, hereunder in good faith, determines that personnel, MATERIAL, PRODUCT or equipment as required hereunder are being used in an unsafe manner or in any way such that DU PONT'S title thereto is in jeopardy, or that CONTRACTOR'S credit or financial position is impaired, then DU PONT may, without prejudice to any other right or remedy, terminate or suspend this Agreement without liability on written notice. Termination under this clause or under any other clause of this Agreement shall not relieve or release either party hereto from any rights, liabilities or obligations which it has accrued prior to the date of such termination.

## 6. DEFAULT

In the event that either party hereto shall default in the substantial performance of any material obligation specified herein, the nondefaulting party shall notify the other party hereof in writing and, if such default is not remedied within fifteen (15) days from date of such notice, then the nondefaulting party shall have the right to terminate this Agreement immediately. If, in the nondefaulting party's sole opinion, such default may result in substantial property damage, injury, accident or death, that party may, at any time, immediately suspend this Agreement without penalty or damages.

## 7. SAFEKEEPING/TITLE

CONTRACTOR assumes full responsibility and liability for the safekeeping and safe handling of all DU PONT MATERIAL or PRODUCT when such MATERIAL or PRODUCT is in CONTRACTOR'S care, custody and control. Unless otherwise specified in this Agreement, title to such MATERIAL or PRODUCT shall remain with DU PONT. CONTRACTOR shall reimburse DU PONT for the REPLACEMENT COST of any such MATERIAL or PRODUCT lost, damaged or destroyed while in CONTRACTOR'S care, custody or control. Reimbursement shall not affect DU PONT'S title to such MATERIAL or PRODUCT. CONTRACTOR shall segregate and placard such MATERIAL or PRODUCT indicating DU PONT'S ownership. CONTRACTOR shall obtain prior written approval of DU PONT before moving any such MATERIAL or PRODUCT to a new location.

## 8. CONTAMINATION

CONTRACTOR will take all steps necessary to prevent the contamination of DU PONT MATERIAL or PRODUCT when in CONTRACTOR'S care, custody and control. In the event of contamination, CONTRACTOR shall, at DU PONT'S option and at CONTRACTOR'S cost, rework, replace and/or dispose of all such contaminated MATERIAL or PRODUCT.

## 9. INDEMNIFICATION

CONTRACTOR will indemnify DU PONT for all liability, loss and expense incurred by DU PONT resulting from any act or omission, negligent or otherwise, ~~by DU PONT or CONTRACTOR or CONTRACTOR'S agents, subcontractors or assigns in performance under this Agreement.~~ This indemnity shall not apply ~~where the sole cause of the liability, loss or expense is the willful misconduct or negligence of DU PONT.~~ *TO THE EXTENT THAT*

The liability, loss or expense covered by this indemnity includes settlements, judgments, court costs, attorneys' fees and other litigation expenses incurred by DU PONT arising out of (1) injury to or death of any person, including employees of CONTRACTOR or DU PONT, or (2) loss of or damage to property, including property of CONTRACTOR or DU PONT, or (3) damage to the environment.

## 10. INSURANCE

CONTRACTOR, at its expense, shall carry and maintain in force at all times relevant hereto insurance of the type and minimum coverage limits as follows:

- (a) Workers' Compensation—Statutory; and Employer's Liability—\$100,000 per accident.
- (b) Commercial General Liability (Occurrence Form), including Contractual Liability, in a combined single limit for Bodily Injury and Property Damage—\$500,000 per occurrence.
- (c) Comprehensive Automobile Liability, in a combined single limit for Bodily Injury and Property Damage—\$500,000 per occurrence.
- (d) Other insurance appropriate for CONTRACTOR'S business or required by law.

Upon DU PONT'S request, certificates of insurance evidencing the coverages required above of CONTRACTOR shall be filed with DU PONT'S designee. Such certificates shall provide that the insurer will give DU PONT thirty (30) days' advance notice of any changes in or cancellation of coverage. If in connection with the work being performed hereunder CONTRACTOR will not use motor vehicles on DU PONT property, other than parking areas, a letter so stating is acceptable in lieu of the automobile insurance certificate.

In the event any subcontractor is employed, with or without DU PONT'S consent, for the services covered in this Agreement, then CONTRACTOR assumes full responsibility to ensure that the subcontractor's services are covered by the same insurance limits as set forth herein.

Neither failure of CONTRACTOR to comply with any or all of the insurance provisions of this Agreement, nor the failure to secure endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall be construed to limit or relieve CONTRACTOR from any of its obligations under this Agreement, including the *INSURANCE* article.

## 11. INDEPENDENT CONTRACTOR

It is understood that the employees, methods, facilities and equipment of CONTRACTOR shall at all times be under its exclusive direction and control. CONTRACTOR'S relationship to DU PONT shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its employees or officers, as an employee, agent, joint venturer or partner of DU PONT.

## 12. WASTE DISPOSAL

The parties agree to employ best efforts and work toward minimizing the waste generated. CONTRACTOR agrees to return any hazardous waste to DU PONT or its designate for disposal.

*reworking from 8/25/92*

### **WASTE DISPOSAL (Cont'd.)**

CONTRACTOR further agrees to furnish all required equipment and labor at no additional cost to DU PONT to remove and dispose of such quantities of nonhazardous waste as are produced hereunder and which DU PONT elects not to have returned to it. Prior to the start of actual processing hereunder, CONTRACTOR and DU PONT will agree in writing of the identity of any waste disposal subcontractor, methods used and the location of sites to be used for waste disposal hereunder. CONTRACTOR will notify DU PONT and get the written approval of DU PONT'S Contract Administrator prior to changing any waste disposal subcontractors, methods, or location of waste disposal under this Agreement. CONTRACTOR agrees that such waste will be transported and disposed of in a safe and environmentally sound manner so as to prevent any waste from entering the environment as a pollutant. CONTRACTOR will exercise controls necessary to prevent scattering of the waste or access to containers containing such wastes unless said access is authorized by DU PONT.

CONTRACTOR shall not use, reuse, sell or otherwise dispose of any DU PONT MATERIAL, processed MATERIAL not meeting specification, or PRODUCT for its account, unless otherwise agreed to in writing by DU PONT'S Contract Administrator. CONTRACTOR agrees not to use, reuse, sell or otherwise dispose of any DU PONT packaging material without the prior written permission of DU PONT'S Contract Administrator, and then only if all DU PONT identification is completely removed.

### **13. RECORDS AND INSPECTION**

CONTRACTOR agrees to maintain, in accordance with "Generally Accepted Accounting Principles and Practices", such records as may be necessary to adequately reflect the accuracy of CONTRACTOR'S charges and invoices for reimbursement under this Agreement and maintain such other additional records as DU PONT may from time to time reasonably require in connection with this Agreement. DU PONT shall have the right from time to time to inspect and verify the records kept by CONTRACTOR in connection with this Agreement. DU PONT'S duly authorized representatives shall have the right to visit, observe, audit, and inspect CONTRACTOR'S production and related facilities utilized to accomplish the objectives of this Agreement at any time during CONTRACTOR'S normal business hours. DU PONT'S duly authorized representatives shall also have the right to select and inspect samples of MATERIAL, MATERIAL-in-process and PRODUCT in CONTRACTOR'S facility received, obtained or produced under this Agreement and to reject PRODUCT or CONTRACTOR-supplied MATERIAL on the basis of the selected samples if DU PONT'S specifications are not met. DU PONT'S inspection or failure to exercise its right to test samples for compliance with DU PONT'S specifications shall not be deemed to establish that such MATERIAL or PRODUCT met DU PONT'S specifications.

### **14. TAXES**

DU PONT agrees either to pay directly all property taxes, licenses, charges and assessments properly levied by any properly constituted governmental authority upon the DU PONT-owned MATERIAL, equipment (if any) and PRODUCT hereunder, or to reimburse CONTRACTOR therefore if paid by CONTRACTOR at DU PONT'S written direction. CONTRACTOR assumes full responsibility for the payment of all federal and state taxes of whatever sort, social security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to CONTRACTOR'S actions, employees, facilities and materials for performing services hereunder or applicable to CONTRACTOR'S income hereunder.

### **15. AUTHORITY**

The parties hereby represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreements, promises or undertakings which would prevent the full execution and performance of this Agreement.

### **16. RESERVATION OF RIGHTS**

DU PONT'S waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which DU PONT shall have available to it, nor shall such waiver operate to waive DU PONT'S rights to any remedies due to a future breach, whether of a like or different character.

### **17. HEADINGS**

All headings of the clauses of this Agreement are inserted for convenience only and shall not affect any construction or interpretations of this Agreement.

### **18. NONDISCLOSURE**

CONTRACTOR agrees not to disclose to others (a) the fact that DU PONT has purchased or plans to purchase services, articles, MATERIALS or PRODUCT from CONTRACTOR or (b) any information or knowledge that may be gained or learned by CONTRACTOR about the business, PRODUCTS, employees or methods employed by DU PONT unless such disclosure is necessary to perform service required under this Agreement or as required by law.

### **19. APPLICABLE LAW**

The laws of the State of Delaware shall govern the construction of this Agreement.

### **20. SEVERABILITY**

In the event that any clause of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other clause of this Agreement either void or unenforceable, and all other clauses shall remain in full force and effect unless the clause(s) which is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

## 21. CORPORATE STATUS

In the event that CONTRACTOR'S invoice does not indicate that CONTRACTOR is an incorporated entity, by use of the words (or abbreviations) "Incorporated", "Corporation" or "PC." as a part of CONTRACTOR'S company name, then CONTRACTOR shall display its tax identification number (TIN) on the invoice in lieu of such designations. Failure to furnish such information may result in withholding twenty percent (20%) of Agreement payments in accordance with IRS regulations.

## 22. SAFETY AND HEALTH

CONTRACTOR acknowledges that hazards may be involved in providing the services described hereunder. Accordingly, CONTRACTOR agrees to perform its services in a careful and workmanlike manner and to take all necessary precautions in the processing, handling, transportation and disposal of MATERIAL and PRODUCT involved in this Agreement to avoid an unhealthy or unsafe work environment, injuries to persons, damage to property or pollution. DU PONT may provide CONTRACTOR with certain information regarding the MATERIAL involved hereunder, including procedures for processing, handling, transporting and disposal, as well as toxicological data. Any information supplied by DU PONT shall be the latest information known to DU PONT and relevant to the work to be performed hereunder. Such information is provided without warranty or representation as to its completeness or suitability in providing the services herein. The methods employed and the precautions taken to handle DU PONT-owned equipment, if any, MATERIAL and PRODUCT shall be determined by and rest solely with CONTRACTOR. CONTRACTOR agrees to provide its employees with a safe and healthy workplace using, but not limited to, such information as is or may be provided by DU PONT.

DU PONT shall have the right to immediately suspend this Agreement, without liability to CONTRACTOR, if at anytime DU PONT in its sole judgment determines that CONTRACTOR has violated any of the provisions of this clause. Further, if CONTRACTOR fails to correct any such violation within seven (7) days immediately following DU PONT'S written notice to CONTRACTOR of the violation, DU PONT has the right to terminate this Agreement.

## 23. WARRANTY

CONTRACTOR warrants that the PRODUCT or services delivered hereunder will be free of defects in MATERIAL and workmanship and meet the specifications supplied by DU PONT. In the event that PRODUCT or services supplied by CONTRACTOR fails to meet any of the aforementioned warranties or are otherwise defective, CONTRACTOR shall, at DU PONT'S option, replace the defective PRODUCT or refund the purchase price including freight charges. CONTRACTOR further agrees to reimburse DU PONT for all costs incurred in the recall of defective PRODUCT and for all expenditures made in the settlement of any claim against DU PONT relating to defective PRODUCT or services supplied by CONTRACTOR. DU PONT shall notify CONTRACTOR promptly of any claim against DU PONT with respect to the PRODUCT or services supplied hereunder and shall provide CONTRACTOR and/or its insurance carrier with information needed for settlement or defense of such claims.

## 24. SHIPMENTS

Freight charges, excluding detention and demurrage charges, for all MATERIAL or other items supplied directly by DU PONT under this Agreement and for all PRODUCT produced hereunder by CONTRACTOR and shipped per DU PONT'S instructions shall be for DU PONT'S account. Detention and demurrage charges on incoming shipments shall be borne by CONTRACTOR unless caused by DU PONT'S early or excessive delivery of MATERIAL. Shipments of MATERIAL or PRODUCT hereunder to third parties are to be made by CONTRACTOR upon written direction from DU PONT.

## 25. CONFLICT OF INTEREST

CONTRACTOR shall not hire any employee or officer of DU PONT while that employee or officer is an employee or officer of DU PONT. CONTRACTOR shall not pay any salaries, commissions, fees, or make any payments or rebates, to any employee or officer of DU PONT, or to any designee of any such employee or officer, or favor any employee or officer of DU PONT, or any designee of any such employee or officer, with gifts or entertainment of significant cost or value or with service or goods sold at less than full market value. CONTRACTOR agrees that its obligation to DU PONT under this clause shall also be binding upon any subcontractors and sub-subcontractors of work hereunder. CONTRACTOR further agrees to insert the provisions of this clause in each such subcontract.

## 26. CLAIMS

In the event complaints are made against DU PONT relating to PRODUCT produced by CONTRACTOR, a representative of DU PONT shall investigate the complaint and assign responsibility therefor. Claims that result from a complaint attributable to MATERIAL provided by DU PONT or attributable to PRODUCT that meets all production specifications herein shall be assumed by DU PONT. Claims attributable to services performed by CONTRACTOR shall be assumed by CONTRACTOR.

RAG  
5/25/87

edit

RECEIVED

MAY 20 1993

Ans'd.....



DuPont Corporate Contracting

D. Hoppel  
DuPont Corporate Contracting  
Chestnut Run Plaza  
Wilmington, DE 19880-0721

WNR

CONTRACT ORDER  
E. I. DUPONT DE NEMOURS AND COMPANY

May 12, 1993

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Contract Order No.      Alt. No.

Cedar Chemical Corporation  
5100 Poplar Avenue - 24th Floor  
Memphis, TN 38137  
Attn: Mr. Geoffrey L. Pratt

Wilmington, Delaware

Issuing Point

R. A. Blackhall

Issued By

**ALTERATION #2**

Reference is made to the Agreement entered into on September 17, 1992 between E. I. du Pont de Nemours & Company (DuPont) and Cedar Chemical Corporation (Cedar Chemical) to cover the cost to chemically convert DuPont-furnished sodium perborate tetrahydrate (SPBT) fines and sodium perborate monohydrate fines (SPBM) into sodium metaborate solution for DuPont's Memphis, Tennessee facility. It is hereby mutually agreed to amend the aforesaid Agreement in the following manner effective May 1, 1993.

**SPECIFICATIONS:** Add the following:

Per Exhibit A, "Technology Package - SPBM Addendum Rework SPBT Fines Into Sodium Metaborate Solution," dated December 3, 1992, which is attached hereto and made a part hereof.

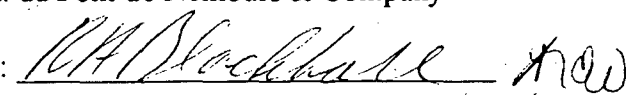
All other terms and conditions of the current Agreement, except as modified in the above manner, shall continue in full force and effect.

Please have your authorized representative execute in the space provided below, indicating acceptance of this alteration. Cedar Chemical will keep one original and return one executed copy of this order to Robert A. Blackhall, E. I. du Pont de Nemours & Company, P. O. Box 80723, Materials and Logistics, Chestnut Run Plaza, Hickory Run Building, Room #1102, Wilmington, Delaware 19880. These copies must be returned, so payment can be made against this alteration.

Cedar Chemical Corporation

BY:   
Geoffrey L. Pratt

E. I. du Pont de Nemours & Company

BY:  R. A. Blackhall

Director of Custom Manufacturing

Title

Senior Purchasing Agent

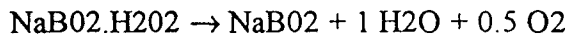
Title



TECHNOLOGY PACKAGE - SPBM ADDENDUM  
REWORK SPBT FINES INTO SODIUM METABORATE SOLUTION

GENERAL

It is proposed to include Sodium Perborate Monohydrate (SPBM) Fines in the original 12,000,000 lbs. of material to be reworked over a twelve month period. SPBM Fines are defined as material which does not meet salable product specifications. This includes fines and rework. They undergo the same chemical decomposition as SPBT Fines discussed previously except for the presence of fewer waters of hydration. Differences from the Technology Package dated September 2, 1992 are highlighted below.

CHEMISTRYMATERIAL BALANCE

Basis: 1,000 lbs. SPBM Fines and 320 g/l final Meta solution

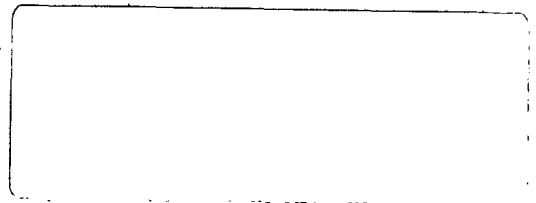
IN     1,000 lbs. SPBM Fines  
       1,635 lbs. DI H<sub>2</sub>O  
       1.9 lbs. Mg dry solids as Mg(OH)<sub>2</sub>

OUT    161 lbs. Oxygen  
       659 lbs. Meta  
       1,815 lbs. H<sub>2</sub>O  
       1.9 lbs. Mg Solids

Approximate meta solution volume = 228 gal.

DETAILS

- MSDS is available for dry, granular SPBM.
- Higher active oxygen content may accelerate initial decomposition rates and increase foaming potential. However, SPBM's faster dissolution should reduce foaming potential. SPBM Fines addition rate may need to be adjusted.
- SPBM fines have a greater tendency to dust than SPBT fines. Du Pont may conduct additional air monitoring to determine appropriate personal protective equipment.





## Facsimile Cover Sheet

To: Gene McCutchen, Purchasing Agent  
Company: Dupont  
Phone:  
Fax: 302-892-1531

From: Geoffrey L. Pratt  
Company: Cedar Chemical Corporation  
Phone: 901-685-5348  
Fax: 901-684-5398

*Neil*  
*Info DVA*

Dear Gene:

Based on a conversation with Tonya Pellegrin today, Cedar is proposing that we extend the contract order #LPMD1333 dated September 17, 1992 covering the cost of converting Dupont's sodium perborate into sodium metaborate by an additional one month period until July 31, 1994. This extension is based upon recent success in improving the reaction rate by the use of caustic soda.

Further, Cedar proposes to handle the cost of the caustic soda used by billing Dupont on a monthly basis for caustic consumed at Cedar's cost of purchase. ]

We hope that during the month of July we can use this new found reaction capability to work out a reasonable logistics program so that both Cedar and Dupont can achieve their goals on this project. Please contact me at 901-684-5373 if you have any comments on this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Geoffrey L. Pratt".

Geoffrey L. Pratt, Vice President  
Custom Manufacturing & Specialty Chemicals

GLP:lc

cc: Tonya Pellegrin, Dupont, Memphis, fax 901-353-7792  
Dave Hoppel  
Jim Krusling  
Ed White

